

The Honorable Stanley A. Bastian

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

DEMETRIOS VORGIAS,

Plaintiff,

v.

COMMUNITY HEALTH OF CENTRAL
WASHINGTON,

Defendant.

Case No.: 1:21-cv-03013-SAB

**PLAINTIFF DEMETRIOS VORGIAS'
TRIAL BRIEF**

Trial Date: September 14, 2022

Trial Time: 8:30 AM

I. INTRODUCTION

Plaintiff Demetrios Vorgias (“Dr. Vorgias”) has brought the instant lawsuit against Defendant Community Health of Central Washington (“CHCW”) for

1 terminating his employment in CHCW's Central Washington Family Medicine
 2 Residency Program, in violation of the Americans with Disabilities Act ("ADA"), the
 3 Washington Law Against Discrimination ("WLAD"), and the parties' contractual
 4 agreement.

5 **II. FACTUAL BACKGROUND**

6 Dr. Vorgias initiated his Bachelor of Art degree in molecular and cell biology in
 7 1993 and graduated in 2000 from University of California, Berkeley. He then
 8 obtained a Master of Art degree in Medical Science in 2009 from Boston University
 9 School of Medicine. Following this, Dr. Vorgias obtained his Doctor of Medicine
 10 degree from St. George's University School of Medicine in Grenada, West Indies, in
 11 2016.

12 After graduating from medical school and passing Step 1, Step 2 Clinical Skills,
 13 and Step 2 Clinical Knowledge of the United States Medical Licensing Examination
 14 ("USMLE"), each on his first attempt, Dr. Vorgias applied for positions in family
 15 medicine residency programs, including the Central Washington Family Medicine
 16 Residency Program.

17 By operation of the algorithms used by the National Residency Matching
 18 Program, which involves applicants ranking residency programs and vice versa, Dr.
 19 Vorgias was "matched" into the Central Washington Family Medicine Residency
 20 Program.

21 On or about March 27, 2018, CHCW entered into a Resident Contract in Family
 22 Medicine with Dr. Vorgias. Under Section 1 of the Resident Contract in Family
 23 Medicine, CHCW agreed "To accept Demetrios Vorgias, MD, MA, MBA as a resident
 24 physician in Family Medicine for the period beginning June 25, 2018 and ending June
 25 24, 2019. It is agreed that intention to terminate this contract by either party be
 26 accompanied by a 30 day written notice." The Resident Contract in Family Medicine
 27 provided that the "Annual salary for this year of residency is \$53,326."
 28

1 On or about June 25, 2018, Dr. Vorgias commenced working as a resident
2 physician at CHCW.

3 Dr. Vorgias disclosed to some of CHCW's attending physicians that he had been
4 diagnosed with Attention-Deficit/Hyperactivity Disorder and that he was struggling to
5 use the electronic medical record system "EMR" for the residency program. This lead
6 to Dr. Vorgias suffering with increasing levels of anxiety as he began to struggle in the
7 residency program.

8 During Dr. Vorgias' first in-patient rotation (Family Medicine Services) in
9 October and November 2018, CHCW attending physicians began criticizing Dr.
10 Vorgias unfairly. On numerous occasions, attending physicians mentioned that Dr.
11 Vorgias appeared nervous or anxious while discussing cases, leading to substandard
12 reviews from those physicians. This also contributed to Dr. Vorgias' increasing
13 anxiety.

14 On or about January 23, 2019, CHCW issued a "Consequential Citation" to Dr.
15 Vorgias, which informed him that he "will receive an evaluation by Washington
16 Physician Health Program "WPHP," in person, in Seattle, to determine your fitness to
17 practice in residency." CHCW also demanded a neuropsychological examination as
18 part of Dr. Vorgias' evaluation with WPHP.

19 Dr. Vorgias was then referred by the Washington Physician Health Program
20 "WPHP" for a neuropsychological assessment. Vorgias Decl. at p.3, ¶11.

21 Afterwards, on or about February 13, 2019, CHCW informed Dr. Vorgias that he
22 was being placed on probation.

23 Dr. Vorgias' neuropsychological assessment took place on April 3, 2019, and not
24 surprisingly it was confirmed that his diagnosis included Attention Deficit
25 Hyperactivity Disorder, "ADHD". Dr. Vorgias was also diagnosed with Generalized
26 Anxiety Disorder, "GAD."

27 On or about April 19, 2019, CHCW received a report of Dr. Vorgias'
28 neuropsychological assessment.

Following Dr. Vorgias' neuropsychological evaluation, it was re-confirmed for CHCW that Dr. Vorgias still suffered from ADHD. CHCW was also informed of Dr. Vorgias' GAD impairment/disability after his neuropsychological evaluation and report were complete. Afterwards on or about April 24, 2019, CHCW informed Dr. Vorgias that his residency employment was being terminated effective immediately.

III. PROCEDURAL BACKGROUND

On February 2, 2021, Dr. Vorgias filed his Complaint against CHCW. The Complaint alleges that CHCW terminating Dr. Vorgias' employment in CHCW's Central Washington Family Medicine Residency Program was in violation of the American with Disabilities Act, the Washington Law Against Discrimination, and the parties' contractual agreement. It asserts causes of action: (1) Violation of the Americans with Disabilities Act; (2) the Washington Law Against Discrimination; and (3) Breach of Contract. ECF No. 1.

On April 19, 2021, CHCW filed its Answer and Affirmative Defenses. ECF No. 9.

On June 2, 2021, the Court issued a Jury Trial Scheduling Order, and set a five (5) to seven (7) days jury trial to commence on March 7, 2022.

IV. LEGAL ANALYSIS

A. Plaintiff's First Cause of Action for Violation of the Americans with Disabilities Act

1. Overview of the Americans with Disabilities Act

The Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, was enacted on July 26, 1990. At the time of its enactment, some 43,000,000 Americans suffered from physical or mental disabilities. 42 U.S.C. § 12101(a)(1) (1995). Congress determined that society had isolated and segregated individuals with disabilities. 42 U.S.C. § 12101(a)(2). Discrimination against individuals with disabilities persisted in critical areas such as employment, housing, public accommodations, transportation,

1 communication, education, recreation, institutionalization, health services, voting, and
2 access to public services. 42 U.S.C. § 12101(a)(3).

3 The primary purpose of the ADA was to provide a “clear and comprehensive
4 national mandate for the elimination of discrimination” with “clear, strong, consistent,
5 enforceable standards” to address such discrimination. 42 U.S.C. § 12101(b)(1), (2).
6 *Cohen v. City of Culver City*, 754 F.3d 690, 694 (9th Cir. 2014); 42 U.S.C. §
7 12101(b)(1). Courts “‘construe the language of the ADA broadly to advance its
8 remedial purpose.’” *Fortyune v. City of Lomita*, 766 F.3d 1098, 1101 (9th Cir. 2014)
9 (citation omitted).

10 The enforcement provision of Title I of the ADA, under which Dr. Vorgias has
11 brought suit, provides:

12 No covered entity shall discriminate against a qualified individual with a
13 disability because of the disability of such individual in regard to job
14 application procedures, the hiring, advancement, or discharge of employees,
15 employee compensation, job training, and other terms, conditions, and
16 privileges of employment.

16 42 U.S.C. § 12112(a).

17 Thus, under the ADA, an employee bears the ultimate burden of proving that he
18 is (1) disabled under the Act, (2) a “qualified individual with a disability,” and (3)
19 discriminated against “because of” the disability. *Nunes v. Wal-Mart Stores, Inc.*, 164
20 F.3d 1243, 1246 (9th Cir. 1999).

21 **2. Dr. Vorgias Has a Disability**

22 Dr. Vorgias qualifies as disabled because he has a “mental impairment that
23 substantially limits one or more major life activities.” 42 U.S.C. § 12102(1); *see also*
24 *Coons v. Sec’y of U.S. Dept. of Treasury*, 383 F.3d 879, 884 (9th Cir. 2004).

25 Specifically, both the Washington Physician Health Program’s April 3, 2019
26 neuropsychological assessment and Plaintiff’s expert, Scott A. Whitmer, Psy.D., have
27 diagnosed Dr. Vorgias as having Generalized Anxiety Disorder and Attention Deficit
28

1 Hyperactivity Disorder. In addition, Dr. Whitmer also diagnosed Dr. Vorgias as having
2 a Major Depressive Disorder.

3 The Ninth Circuit and a number of other circuits recognize that depression
4 and anxiety may qualify as mental impairments under the ADA. *Snead v. Metro. Prop.*
5 *& Cas. Ins. Co.*, 237 F.3d 1080, 1088 (9th Cir. 2001) (“[S]tress and depression can be
6 considered mental impairments ... under the ADA.”) (citations omitted), *cert.*
7 *denied*, 534 U.S. 888, 122 S. Ct. 201, 151 L. Ed. 2d 142 (2001); *Mustafa v. Clark*
8 *County Sch. Dist.*, 157 F.3d 1169, 1174-75 (9th Cir. 1998); *Ogborn v. United Food &*
9 *Commercial Workers Union, Local No. 881*, 305 F.3d 763, 767 (7th Cir. 2002) (“Major
10 depression can constitute a disability under the ADA.”); *Krocka v. City of Chicago*, 203
11 F.3d 507, 512 (7th Cir. 2000) (“Because [the employee’s] severe depression is a
12 medical condition diagnosed by a health professional, it qualifies as an impairment
13 under the ADA.”); *Criado v. IBM Corp.*, 145 F.3d 437, 442 (1st Cir. 1998) (citations
14 omitted); *Pritchard v. S. Co. Servs.*, 92 F.3d 1130, 1132 (11th Cir. 1996) (“Depression
15 has been held to constitute a mental impairment.”), *amended on other grounds by* 102
16 F.3d 1118 (11th Cir. 1996)), *cert. denied*, 520 U.S. 1274, 117 S. Ct. 2453, 138 L. Ed.
17 2d 211 (1997). Moreover, the ADA’s administrative regulations define “mental
18 impairment” as “any mental or psychological disorder, such as mental retardation,
19 organic brain syndrome, emotional or mental illness, and specific learning disabilities.”
20 29 C.F.R. § 1630.2(h)(2). “Depressive disorders would presumably fall under the
21 category of emotional illness.” *Gual v. AT&T Inc.*, 955 F. Supp. 346, 350 (D.N.J.
22 1997), *affirmed by*, 134 F.3d 576 (3rd Cir. 1998).

23 Dr. Vorgias’ mental impairments substantially limit a major life activity –
24 working. *See* 29 C.F.R. § 1630.2(i) (defining “working” as a “major life activity”); *see*
25 *also Sommers v. City of Santa Clara*, 516 F. Supp. 3d 967, 989 (N.D. Cal. 2021)
26 (“Working qualifies as a major life activity under the ADA.”). Dr. Whitmer has opined
27 that Dr. Vorgias’ Generalized Anxiety Disorder interfered with Dr. Vorgias’
28 performance in residency. In this regard, “[a]n impairment need not prevent, or

1 significantly or severely restrict, the individual from performing a major life activity in
 2 order to be considered substantially limiting.” 29 C.F.R. § 1630.2(j)(1)(ii). “Courts are
 3 to ‘interpret the ‘substantially limits’ requirement broadly, and accompanying
 4 regulations specify that ‘[s]ubstantially limits’ is not meant to be a demanding
 5 standard.” *Sommers, supra*, 516 F. Supp. 3d at 989 (citations omitted).

6 **3. Dr. Vorgias Is a Qualified Individual**

7 Additionally, Dr. Vorgias is a “qualified individual” within the meaning of the
 8 ADA. “The term ‘qualified individual’ means an individual who, with or without
 9 reasonable accommodation, can perform the essential functions of the employment
 10 position that such individual holds or desires.” 42 U.S.C. § 12111(8); *see also Smith v.*
 11 *Clark County Sch. Dist.*, 727 F.3d 950, 955 (9th Cir. 2013).

12 Here, Dr. Whitmer has opined that Dr. Vorgias’ “academic grades and licensing
 13 exams demonstrate the intellectual and cognitive functioning to excel.” Further, Dr.
 14 Vorgias met performance standards when he was mentored and received appropriate
 15 guidance and support. *Id.* Dr. Whitmer has concluded “Dr. Vorgias is highly functional
 16 and capable of finishing out a 3-year medical residency if he is provided normal
 17 supportive supervision.”

18 Based on the foregoing, Dr. Vorgias is capable of performing the essential
 19 functions of the medical residency position.

20 **4. CHCW Discriminated Against Dr. Vorgias Based on His** 21 **Disability**

22 CHCW claims to have terminated Dr. Vorgias because of his failure to pass his
 23 rotations and purported lack of medical knowledge. These are pretext, as demonstrated
 24 by Dr. Whitmer’s testimony that Dr. Vorgias “demonstrated traits and skills with
 25 patients, peers, and supervisors to be a competent doctor.” Moreover, to the extent that
 26 Dr. Vorgias’ mental impairment did impair his performance, such performance
 27 deficiencies are considered to be part of Dr. Vorgias’ disability, rather than a separate
 28 basis for termination. *See Humphrey v. Memorial Hospitals Association*, 239 F.3d
 1128, 1139-1140 (9th Cir. 2001) (“For purposes of the ADA, with a few exceptions,

conduct resulting from a disability is considered to be part of the disability, rather than a separate basis for termination. The link between the disability and termination is particularly strong where it is the employer's failure to reasonably accommodate a known disability that leads to discharge for performance inadequacies resulting from that disability.") (citation omitted); *see also Kimbro v. Atlantic Richfield Co.*, 889 F.2d 869, 875 (9th Cir. 1989) (there was a sufficient causal connection between the plaintiff's disability and termination where the plaintiff employee was discharged for excessive absenteeism caused by disability).

5. **CHCW Failed to Provide Reasonable Accommodations to Dr. Vorgias**

CHCW also discriminated against Dr. Vorgias in violation of the ADA and WLAD by having failed to engage in the interactive process, and failed to reasonably accommodate Plaintiff's disabilities.

To establish a prima facie case for disability discrimination under a failure to reasonably accommodate theory, an employee must prove that (1) she had a sensory, mental, or physical abnormality that substantially limited her ability to perform her job; (2) she was qualified to perform the essential functions of the job in question; (3) she gave the employer notice of the abnormality and its accompanying substantial limitations; and (4) upon notice, the employer failed to affirmatively adopt measures that were available to the employer and medically necessary to accommodate the abnormality. *Anica v. Wal-Mart Stores, Inc.*, 120 Wn. App. 481, 489, 84 P.3d 1231, 1236-1237 (2004). ‘

The fact that CHCW failed and/or refused to wait and review the neuropsychological report from an evaluation that CHCW required, demonstrates failure to engage in the interactive process. The accommodations that were included in the neuropsychological report are simple, easy to apply, and reasonable. Specifically proposed were: 1) minimal assistance with time for Cognitive Behavior Therapy, 2) additional supervision, and 3) minimal assistance with time for cognitive speech therapy. Any one of the proposed accommodations would have helped Dr. Vorgias to

1 manage anxiety, Attention Deficit Hyperactivity Disorder, and enhance interpersonal
2 sensitivity during his residency program.

3 **B. Plaintiff's Second Cause of Action for Violation of the Washington**
4 **Law Against Discrimination**

5 To prove retaliation under the Washington Law Against Discrimination, Plaintiff
6 must establish that 1) he engaged in protected activity, 2) Defendant took an adverse
7 employment action, and 3) there is a "causal link" between the protected activity and
8 the adverse action. *Hines v. Todd Pac. Shipyards Corp.*, 127 Wn. App. 356, 374 n.22,
9 112 P.3d 522 (2005); *see also Estevez v. Faculty Club of the Univ. of Wash.*, 129 Wash.
10 App. 774, 797, 120 P.3d 579 (2005).

11 Here, Plaintiff Vorgias engaged in protected activity when he participated in the
12 WPHP neuropsychological examination that was demanded by his employer. *See* RCW
13 49.60.210 ("It is an unfair practice for any employer, employment agency, labor union,
14 or other person to discharge, expel, or otherwise discriminate against any person
15 because he or she has opposed any practices forbidden by this chapter, or because he or
16 she has filed a charge, testified, or assisted in any proceeding under this chapter.").
17 Plaintiff further participated in protected activity when he opposed CHCW's refusal to
18 review the neuropsychological exam findings they had requested. *Id.* Specifically,
19 CHCW refused to review the examination findings that included requests for
20 reasonable workplace accommodations that should have been considered and/or
21 implemented before any termination of employment. CHCW's failure to engage in the
22 interactive process with Dr. Vorgias following the completion of a neuropsychological
23 examination they requested is patently discriminatory. Dr. Vorgias had no choice but
24 to do exactly what his employer demanded --- that is, undergo a neuropsychological
25 evaluation or face termination. Having engaged in the neuropsychological evaluation
26 to determine fitness for duty, CHCW was required to see the process to completion.
27 Unfortunately, CHCW terminated Dr. Vorgias without ever reviewing the final report
28 of his evaluation that included requests for reasonable accommodations that would
have addressed the struggles he faced as a result of his disabilities.

1 Additionally, CHCW took an “adverse employment action” against Dr. Vorgias
 2 by terminating his employment. *See Burchfiel v. Boeing Corp.*, 149 Wn. App. 468,
 3 493, 205 P.3d 145 (2009) (“To take ‘adverse employment action’ means to refuse to
 4 hire, *to discharge*, to demote, or *otherwise to discriminate* in compensation or *in other*
 5 *terms and conditions of employment*. To amount to a change in the terms and
 6 conditions of employment, an action must be more than an inconvenience or alteration
 7 of job responsibilities. “) Defendant concedes that the termination from employment
 8 constitutes and adverse employment action. “ECF No. 69, pg.7, para. 4-5.”

9 Dr. Vorgias’ engagement in protected activity prompted CHCW’s adverse
 10 action. Courts have clarified that the “causal link” element is generally demonstrated
 11 by evidence or inferences suggesting retaliation was a “substantial factor” motivating
 12 the adverse employment decision. *Allison v. Hous. Auth. of City of Seattle*, 118
 13 Wash.2d 79, 96, 821 P.2d 34 (1991). It should also be noted that the employee need
 14 not prove that the employer’s sole motivation was retaliation. *Wilmot v. Kaiser*
 15 *Aluminum & Chem. Corp.*, 118 Wash.2d 46, 70, 821 P.2d 18 (1991); *see also Burchfiel*
 16 *v. Boeing Corp.*, 205 P.3d 145, 149 Wn. App. 468 (Wash. App. 2009). Here, CHCW
 17 took adverse employment action within days after Plaintiff completed the neuro-
 18 psychological examination before CHCW had even reviewed the exam results. Vorgias
 19 Decl. at p. 4, ¶16.

20 **C. Plaintiff’s Third Cause of Action for Breach of Contract**

21 Plaintiff’s Third Cause of Action for Breach of Contract is based on the fact that
 22 “CHCW breached the Resident Contract in Family Medicine by terminating Plaintiff
 23 on April 24, 2019, without providing 30 day written notice to Plaintiff.” ECF. No. 1, ¶
 24 30.

25 “Under Washington state law, the elements of a breach of contract claim are (1) a
 26 contract imposing a duty, (2) breach of that duty, and (3) damages proximately caused
 27 by breach.” *Seattle Pac. Indus. v. S3 Holding LLC*, 831 F. Appx. 814, 817 (9th Cir.
 28 2020)

1 Here, there is no dispute that the Resident Contract in Family Medicine is a valid
 2 and enforceable contract, and that it required CHCW to provide 30 day written notice
 3 to Dr. Vorgias prior to terminating his employment. CHCW has admitted that it
 4 “technically breached the contract ... by terminating [Dr. Vorgias] without providing
 5 30 days’ written notice.” ECF No. 38, pp. 17:19-20, 18:7-8.

6 CHCW is expected to argue at trial that “Plaintiff suffered no resulting damage”
 7 from the breach of the contract because “[a]fter plaintiff was terminated, CHCW paid
 8 his entire salary and benefits for the 30-day notice period under the contract.” ECF No.
 9 38, p. 18:11-12. There is no Washington or Ninth Circuit law supporting CHCW’s
 10 contention that its payment of salary and benefits for the 30-day notice provision
 11 excused its breach of the Resident Contract in Family Medicine, nor did it. *See*
 12 *Christensen v. Kroger*, 2011 U.S. Dist. LEXIS 16754, at *7 (D. Or. Feb. 13, 2011)
 13 (stated that defendant employer’s termination of employee “would have breached the
 14 notice provision if he terminated the relationship without notice, which may have
 15 permitted [plaintiff employee] to recover civil damages for breach ...”). Notably, the
 16 Resident Contract in Family Medicine did not permit payment in lieu of notice.
 17 Further, Dr. Vorgias was damaged by the breach of the 30-day notice provision as the
 18 sudden termination made it impossible for him to obtain another residency, and those
 19 difficulties would have been alleviated had he been given the 30-day notice required by
 20 the Resident Contract in Family Medicine.

21 **D. Plaintiff’s Damages**

22 Dr. Vorgias’ actual earnings while at CHCW was \$43,858.30. Had CHCW not
 23 terminated him, he would have earned \$52,630.00 during his first year of his medical
 24 residency. Therefore, Dr. Vorgias lost \$8,771.70 in earnings for his first year of
 25 medical residency. He has also suffered a loss of earnings of \$55,080.00 for his second
 26 year of residency, and \$58,450.00 for his third year of residency.

27 According to Dr. Whitmer, Dr. Vorgias will suffer a total diminished earning
 28 capacity in the amount \$1,116,530.00 as a result of the employment termination.

1 The amount of Dr. Vorgias' emotional distress damages will be determined by a
 2 jury. No "objective evidence" is needed to establish emotional distress damages. *See*
 3 *Zhang v. Am. Gem Seafoods, Inc.*, 339 F.3d 1020, 1040 (9th Cir. 2003) (with regard to
 4 emotional distress damages, "[w]hile objective evidence requirements may exist in
 5 other circuits, such a requirement is not imposed by case law in ... the Ninth Circuit, or
 6 the Supreme Court.") (citation omitted). Indeed, emotional distress damages may be
 7 based solely on testimony, such as the testimony that will be proffered from Dr.
 8 Vorgias and his wife concerning the severe upset, distress, shame and mortification
 9 suffered by Dr. Vorgias as a result of CHCW's termination of his fledgling medical
 10 career. *See, e.g., Chalmers v. City of Los Angeles*, 762 F.2d 753, 761 (9th Cir. 1985)
 11 (upholding emotional damages based solely on testimony); *Johnson v. Hale*, 13 F.3d
 12 1351, 1352 (9th Cir. 1994) (noting that emotional damages may be awarded based on
 13 testimony alone or appropriate inference from circumstances); *Carey v. Piphus*, 435
 14 U.S. 247, 264 n.20, 55 L. Ed. 2d 252, 98 S. Ct. 1042 (1978) (noting that emotional
 15 distress damages are "essentially subjective" and may be proven by reference to injured
 16 party's conduct and observations by others). Based on jury verdicts in other cases, Dr.
 17 Vorgias anticipates an emotional distress award in the mid to high six figure range.
 18 *See, e.g., Passantino v. Johnson & Johnson Consumer Prods., Inc.*, 212 F.3d 493, 510-
 19 514 (9th Cir. 2000) (upholding a \$1,000,000 compensatory emotional distress damage
 20 award); *Bihun v. AT&T Information Systems, Inc.*, 13 Cal. App. 4th 976, 997 (1993)
 21 (holding that an award for \$ 662,000 emotional distress based on six months of
 22 harassment was not excessive); *Iwekaogwu v. City of Los Angeles*, 75 Cal. App. 4th
 23 803, 821 (1999) (plaintiff was awarded \$450,000 in emotional distress damages
 24 harassment that caused him to suffer stress, nightmares, and family problems).

25 In summary, Dr. Vorgias' damages are as follows:

26 Past Lost Wages	\$122,302.00
27 Diminished Earning Capacity Loss	\$1,116,430.00
28 Emotional Distress	to be determined by jury
Total Losses & Damages	\$1,238,732.00 (not including emotional distress damages)

E. Reinstatement of Dr. Vorgias' Employment

Lastly, the Court should reinstate Dr. Vorgias' employment as a resident physician at CHCW. The Ninth Circuit has made clear that "reinstatement is the preferred remedy [for discriminatory discharge] ..." *Teutscher v. Woodson*, 835 F.3d 936, 951 (9th Cir. 2016) (citation omitted). Reinstatement is appropriate here as there is not "excessive hostility or antagonism between the parties" that would render reinstatement practically infeasible, nor would reinstating Dr. Vorgias unfairly cause the displacement of another CHCW employee. *See id.* Most importantly, reinstatement is necessary as it is unlikely that Dr. Vorgias could be matched for a medical resident due to how CHCW handled the termination of his first-year medical residency.

V. CONCLUSION

Plaintiff looks forward to vindicating his employment rights at trial, obtaining the monetary compensation due to him, and reinstatement of his employment at CHCW.

Respectfully submitted, August 18, 2022.

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CERTIFICATE OF SERVICE

I hereby certify that on August 18, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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DATED at Yakima, Washington, on the 18th day of August, 2022.

By: s/ William D. Pickett
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